

~~COMPARED~~
premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder thereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This Mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 7th day of June 1923.

C. H. Overton

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, H. M. Price, a Notary Public in and for said County and State on this 7th day of June 1923 personally appeared C. H. Overton, a single man, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires January 15, 1925. (Seal)

H. M. Price, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, June 11, 1923, at 3:40 o'clock P.M. and recorded in Book 435, Page 460.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

233018 C. H. J. ~~COMPARED~~ MORTGAGE.

The County Clerk of Tulsa County, Oklahoma, do hereby certify that the within and foregoing instrument is a true and correct copy of the original as the same appears on the records of said County.

Dated this 12th day of June 1923

WAYNE L. BUCKLEY, County Treasurer

THIS INSTRUMENT made the Sixth day of June in the year one thousand nine hundred and Twenty Three (1923) between Margaret R. Johnson, a

widow PARTIES hereinafter called the Mortgagor, and THE MONARCH INVESTMENT COMPANY, a body corporate organized under the laws of the state of Kansas, hereinafter called the Mortgagee.

WITNESSETH, That the said Mortgagor in consideration of the sum of TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars, to her paid by the said Mortgagee, does hereby grant, bargain, sell and convey to the said Mortgagee, its successors and assigns forever, the following real estate situate in the County of Tulsa and State of Oklahoma and bounded and described as follows:

PROPERTY

The South Eight and one-half (8½) feet of Lot Eight (8) and all of Lot Nine (9) except Eight and one-half (8½) inches off the South Line or side thereof, all in Block Ninety (90) in the original Town or city of Tulsa, Oklahoma, as shown by the recorded plat thereof.

together with all the rents, issues and profits arising and which may be had therefrom.

TO HAVE AND TO HOLD the said premises and all of the appurtenances thereunto belonging, and all rents, issues and profits aforesaid unto the said Mortgagee, its successors and assigns forever.

And the said Mortgagor for herself and her heirs does hereby covenant to and with the WARRANTY said Mortgagee, its successors and assigns that she is lawfully seized of the premises aforesaid; that the said premises are free and clear of all incumbrances of every nature and kind whatsoever; and that she will forever warrant and defend the same with the appurtenances unto the said Mortgagee, its successors and assigns forever, against the lawful claims and demands of all person whomsoever, and said mortgagors each and both release and convey all right of homestead in and to said premises.

WAIVER OF HOMESTEAD.